

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

In Re:)	
)	
Cori Winfield, and Kenneth Winfield, Jr., <i>Debtor</i>)	
)	Case No. 10-53087-399
U.S. Bank, N.A., by US Bank Home Mortgage (KY), loan)	Chapter 13
servicing agent for <i>Moving Creditor</i>)	
)	<u>Motion No. 30</u>
vs.)	
)	STIPULATION AND ORDER
Cori Winfield, and Kenneth Winfield, Jr., <i>Debtor</i>)	
)	Original Hearing Date:
and)	March 23, 2011
)	Original Hearing Time
John V. LaBarge, Jr., <i>Trustee</i>)	11:00 AM
)	

**CONSENT ORDER AND
STIPULATION IN SETTLEMENT OF MOTION FOR RELIEF**

COMES NOW the parties and agree to the following Consent Order and Stipulation in the settlement of the Movant's Motion for Relief:

1. On **February 28, 2011** Movant filed its Motion for Relief from the Automatic Stay with respect to the property known as:

The Southwest 50 feet of the Northeast 100 feet of Lot 1 in Block 1 of SEED'S SUBDIVISION, a subdivision in the County of St. Louis, State of Missouri, according to the plat thereof recorded in Plat Book 9 Page 30 of the St. Louis County Records

, commonly known as 8821 Clifton Avenue, Saint Louis, MO 63136 (the "Property")

2. The parties agree that the total post-petition delinquency including fees and costs is \$4,246.20 for December 2010 through march 2011, less funds received from Debtor in the amount of \$1,060.00, leaving a balance owed in the amount of \$3,186.20. Movant is not adequately protected if post-petition payments are not made by Debtor.

3. Debtor will cure this post petition delinquency by making the following additional payments no later than the date indicated in this paragraph.

Arrearage Payment	Due Date
\$531.03	4/15/2011
\$531.03	5/15/2011
\$531.03	6/15/2011
\$531.03	7/15/2011
\$531.03	8/15/2011
\$531.03	9/15/2011

4. Debtor shall make all monthly post-petition payments as they become due to the address provided by Movant in the monthly mortgage statement required by the Court's Implementation Order in the paragraph identified as "Disclosure of Real Estate Mortgage Payment Obligations."

5. Movant's attorney fees and costs sought in the Motion, or any balance thereon, are included in the total post-petition arrearages state above and are hereby granted and assessed against the Debtor in the total amount of \$750.00.

6. Debtor authorizes Movant to mail to Debtor: (1) monthly mortgage statements; (2) account statements including an escrow analysis; and (3) notices regarding address or payment changes provided such a change is authorized by the Note and Deed of Trust. Debtor consents to direct contact by mail for purposes of receiving this information and waives any claim for violation(s) of the automatic stay regarding the same.

7. The terms of this Stipulation and the agreement reached between the parties shall remain in effect so long as the automatic stay remains in effect as to this Movant. In the event the automatic stay shall no longer remain in effect as to Movant, this Stipulation shall become null and void. In the event the case is converted to another Chapter under Title 11 and pre-petition and post-petition arrearages remain unpaid, Movant shall be granted relief from the automatic stay after providing the notice as set forth in the following paragraph.


8. Parties agree that in the past, Debtor has tendered payment by a personal check, which has been returned for insufficient funds. Parties agree Debtor shall make payments under Paragraphs 3 and 4 in the form of certified funds, including cashier's check, money order, or Western Union.

IT IS ORDERED, ADJUDGED AND DECREED THAT in the event the Debtor fails to comply with any of the conditions specified in this Stipulation and Order, the Movant shall file a written Notice of Breach with the Court, and serve a copy upon the Trustee, counsel for the Debtor, and the Debtor. Such Notice shall include a statement of any alleged breach, including an itemization of all delinquent payments and the total amount necessary to cure the breach. Movant shall be allowed attorney fees

in the amount of \$50.00 for the preparation of any Notice of Breach under this paragraph and such fees shall be included in the total amount required to cure the delinquency. Movant shall be allowed additional attorney fees in the amount of \$100 for attendance at each hearing related to a Notice of Breach.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that if the Debtor fails to cure the delinquency in full or fails to file an objection to the Notice of Breach within 14 (fourteen) calendar days of the date of the Notice, Movant shall be entitled to immediate relief from the automatic stay of 11 U.S.C. §362(a) without further notice or hearing upon entry of an order for relief. For such purposes, Movant shall be free to exercise all of its rights and remedies under the Promissory Note, Deed of Trust, or as may otherwise be provided for by law. An order entered under this paragraph shall not be stayed until the expiration of 14 days after the entry of the order. All other relief requested by Movant is hereby denied without prejudice as settled.

DATED: April 12, 2011
St. Louis, Missouri
lat


Barry S. Schermer
Chief United States Bankruptcy Judge

“Debtors”

By: /s/ Steven K. Brown
Steven K. Brown
1221 Locust, Suite 500
St. Louis, MO , 63103
ATTORNEY FOR DEBTOR

“Movant”

SOUTH & ASSOCIATES, P.C.
/s/ Daniel A. West
Steven L. Crouch, (MBE #37783; EDMO #2903; KSFD #70244)
Daniel A. West (MBE #48812; EDMO #98415; KSFD #70587)
Wendee Elliott-Clement (MBE #50311; EDMO #501712; KS
#20523)
6363 College Blvd., Suite 100
Overland Park, KS 66211
(913) 663-7600
(913) 663-7899 Fax

COPIES TO:

Cori Winfield, and Kenneth Winfield, Jr.
8821 Clifton Avenue,
Saint Louis, MO 63136 8821
DEBTORS

Steven K. Brown
1221 Locust, Suite 500
St. Louis, MO 63103
ATTORNEY FOR DEBTOR

John V. LaBarge, Jr.
P.O. Box 430908
St. Louis, MO 63143
TRUSTEE

Office of the United State Trustee
111 S. 10th Street
Suite 6353
St. Louis, MO 63102
U.S. TRUSTEE

SOUTH & ASSOCIATES, P.C.
Steven L. Crouch, (MBE #37783; EDMO #2903; KSFd #70244)
Daniel A. West (MBE #48812; EDMO #98415; KSFd #70587)
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6363 College Blvd., Suite 100
Overland Park, KS 66211
(913) 663-7600
(913) 663-7899 Fax
90111edmo@southlaw.com
ATTORNEYS FOR CREDITOR